

satisfaction of each and every obligation of Producer under this Agreement.

(c) The Guarantors waive any right to notices which may be required by law, including without limitation notice of acceptance of this personal guaranty, notice of any modification, extension and amendment of this Agreement, and notice of any default by Producer.

(d) This personal guaranty shall inure to the benefit of Hormel Foods and its successors and assigns and be binding upon the Guarantors and their heirs, successors and assigns.

(e) Any provisions herein which by their terms have or may have application to this personal guaranty or the Guarantors, including without limitation paragraphs 7., 15.-19. and 23., shall be deemed to the extent of such application to apply to this personal guaranty and the Guarantors.

23. **WAIVER OF JURY TRIAL.** EACH OF THE PARTIES WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO ENFORCE OR DEFEND ANY RIGHTS UNDER THIS AGREEMENT, OR UNDER ANY INSTRUMENT, DOCUMENT OR AGREEMENT DELIVERED IN CONNECTION HERewith AND AGREES THAT ANY SUCH ACTION OR PROCEEDING SHALL BE TRIED BEFORE A COURT AND NOT BEFORE A JURY.

24. **VOLUNTARY AGREEMENT; NO GUARANTEE OF PROFIT.** Producer acknowledges that it has voluntarily entered into this Agreement on its own accord and that it has had adequate opportunity, and has been encouraged by Hormel Foods, to consult with its own attorney and accountant regarding all legal, accounting and tax consequences relating to this Agreement. Producer acknowledges that Hormel Foods and its employees and agents make no representation or guarantee of any kind whatsoever regarding the consequences or profitability of this Agreement to Producer.

Producer's Initials: _____

PARAGRAPH 24. MUST BE INITIALED AND THE EFFECTIVE DATE, THE EXPIRATION DATE AND THE QUANTITY OF HOGS MUST BE WRITTEN IN THE APPROPRIATE BLANKS ON PAGE 1 FOR THIS CONTRACT TO BE VALID.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives effective the date first above written.

("Producer") [Print Full Name]

HORMEL FOODS CORPORATION
("Hormel Foods")

By: _____

By: _____

Its: _____
[State "Sole Proprietor" or Title]

Its: _____

Address: _____

Address: 1 Hormel Place

Austin, MN 55912-3680

_____ County

Phone No. _____

Producer's Tax ID. No. _____